

REPLY TO  
ATTENTION OF:

DEPARTMENT OF THE ARMY  
HEADQUARTERS, 6th INFANTRY DIVISION (LIGHT)  
AND US ARMY GARRISON, ALASKA  
FORT RICHARDSON, ALASKA

AK-MOU-20

MEMORANDUM OF AGREEMENT

BETWEEN

6TH INFANTRY DIVISION (LIGHT)

AND

STATE OF ALASKA

DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

SUBJECT: Request for Assistance - Avalanche Control

1. Purpose. To establish procedures for assisting the State of Alaska - Department of Transportation and Public Facilities in determining the feasibility of using the 105mm Howitzer for Avalanche Control.

2. References.

a. AR 725-20, Avalanche Control Program.

b. MOA between the U.S. Army and the State of Alaska dtd 6 Mar 87.

c. AR 5-16, 21 Aug 85, Army Supplement to Defense Regional Interservice Support (DRIS) Regulation DOD 4000.19R.

3. Understanding.

a. The 6th Infantry Division (Light) agrees to provide personnel and equipment on a nonreimbursable basis during the period 1 April 1990 through 31 May 1990 at specific dates/times/location/to be mutually coordinated and agreed upon by DOT State of Alaska and HQ, 6th Division Artillery who will act as the executing agency for 6ID(L) for this purpose.

(1) On site inspection to the suitability of the 105mm Howitzer to hit the targets. This inspection will include recommendations for gun positions.

(2) Live firing of the weapon at specific targets.

b. The State of Alaska will assume all responsibility for any claims arising from the possession, use, or transportation of munition items deemed necessary for this demonstration/training mission and agrees to hold the Army harmless from any such claims and liability. Specifically the State of Alaska agrees to hold the Army harmless for damage to property of the State of Alaska or property of others or for personal injuries to the officers, agents, servants, or employees of the State of Alaska, or to any other persons arising from this demonstration/training mission. The State of Alaska agrees to indemnify the Army for any costs incurred as a result of any claims or civil actions brought by any third person arising from or incident to this demonstration/training mission. The State of Alaska, in addition, agrees to file no claim for administrative settlement with any Federal agency or institute any action or suit for money damages in any court of the United States or any State for loss of property, personal injury, or death arising from or incident to this demonstration/training mission.

c. Damage caused by the negligence of State of Alaska personnel to Army equipment will be the responsibility of the State of Alaska.


4. This agreement is in effect for 60 days unless sooner rescinded by both parties.

5. This agreement becomes effective upon the signature of all parties.



THOMAS J. LAWRIE  
Colonel, GS  
Chief of Staff  
6th Infantry Div (L)

DATE: 10 Apr 90



DONALD D. MORFIELD  
Director  
Central Region M & O  
State of Alaska

DATE: Apr. 4, 1990